

OFFICE STAFF BARGAINING UNIT

EMPLOYEE CONTRACT

TERM AND RENEWAL

Whereas, the Township of Lower Municipal Utilities Authority and the Office Staff Bargaining Unit entered into Contract negotiations for a term of five (5) years commencing January 1, 2001 and ending December 31, 2005 and;

Whereas, the parties have come to an Agreement.

NOW THEREFORE, THE PARTIES HERETO AGREE, COVENANT AND CONTRACT AS FOLLOWS:

1. The Office Staff Bargaining Unit Contract shall be extended for an additional five (5) year period from January 1, 2001 through December 31, 2005.

2. Employees shall receive salary increases as follows:

January 1, 2001	-	4%
January 1, 2002	-	3%
January 1, 2003	-	3%
January 1, 2004	-	3%
January 1, 2005	-	4%

In the event the cost of living, as reflected in the cost of living index for the Philadelphia area increases by greater than the percentage increase for any year, the employees shall receive an additional compensation, a sum equal to the increase in cost of living in excess of the percentage increase.

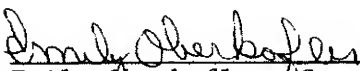
3. All other aspects of the Contract shall remain the same as previously reduced to agreement form for prior years, including Contract additions as per Resolution No. 96-A-111 adopted December 18, 1996.

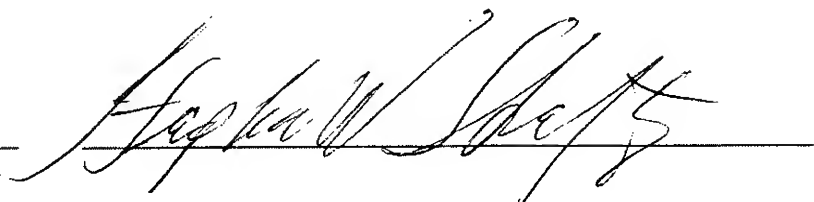
This Agreement shall be in full force and effect as of January 1, 2001 and shall remain in effect up to and including December 31, 2005, without any reopening date.

This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO SET THEIR HAND AND SEAL  
THIS 7th DAY OF DECEMBER 2000.

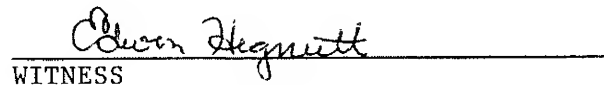
ATTEST:

  
Emily Oberkofler, Secretary



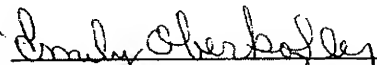
The undersigned employees hereby certify to the Township of Lower Municipal Utilities Authority that they represent all of the employees of the Office Staff Bargaining Unit, that they are authorized to sign this Contract and in the event that they are not authorized to sign this contract, shall be personally liable to indemnify and defend the Township of Lower Municipal Utilities Authority for any costs incurred by the said Authority in defense of any action brought by any person claiming that the undersigned individuals did not properly represent them.

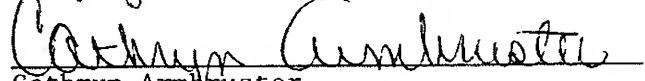
  
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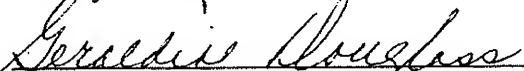
  
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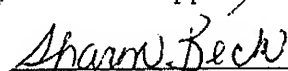
TOWNSHIP OF LOWER MUA  
OFFICE STAFF BARGAINING UNIT

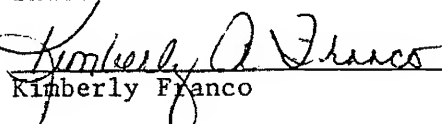
  
Emily Oberkofler

  
Cathryn Armbruster

  
Geraldine Douglass

  
Sharon Sheppard

  
Sharon Beck

  
Kimberly Franco

THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY

RESOLUTION NO. 00-A-110

RE: EMPLOYEE CONTRACTS  
2001 THROUGH 2005

BE IT RESOLVED, by the TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY that the proposals submitted by the Executive Director for the Employee Contracts are hereby accepted.

BE IT FURTHER RESOLVED, that the Contracts for the Office Staff Bargaining Unit and the Plant Personnel Bargaining Unit shall be in effect from January 1, 2001 through December 31, 2005 and include the following salary percentage increases:

January 1, 2001	-	4%
January 1, 2002	-	3%
January 1, 2003	-	3%
January 1, 2004	-	3%
January 1, 2005	-	4%

OFFERED BY: Michael Kennedy

SECONDED: Daniel Hill

ADOPTED: November 8, 2000

Emily Oberkofler  
Emily Oberkofler, Secretary

RESOLUTION NO. 00-A-110

ROLL CALL VOTE

NO Stephen Sheftz, Chairman

YES Diane Chesna, Vice Chairperson

NO Joseph Hauser, Treasurer

YES Daniel Hill, Asst. Treasurer

YES Michael Kennedy, Member

## INTRODUCTION

The Township of Lower Municipal Utilities Authority (TTLMUA) was formed by Ordinance Number 68-10 on July 24, 1968. The operation and authority of TTLMUA is delineated in N.J.S.A. 40:14B-1, et seq. and is specifically for the purpose of providing water and sewer service to the residents of Lower Township, New Jersey.

The most important aspect of the services provided by TTLMUA and its employees is the safeguarding of the health and welfare of the public, as it relates to water and sewer service.

As a service company, TTLMUA must furnish the residents of Lower Township, our customers, the best possible service at a reasonable cost. Additionally, TTLMUA must strive to operate its water and sewer treatment facilities in a manner which has no detrimental impact on the environment in and around our service area.

## POLICY

This Policy Manual has been prepared so that employees of TTLMUA shall have a convenient and authoritative reference concerning the structure and approved practices for TTLMUA, together with those Authority policies which are broadly applicable to all departments and groups of TTLMUA.

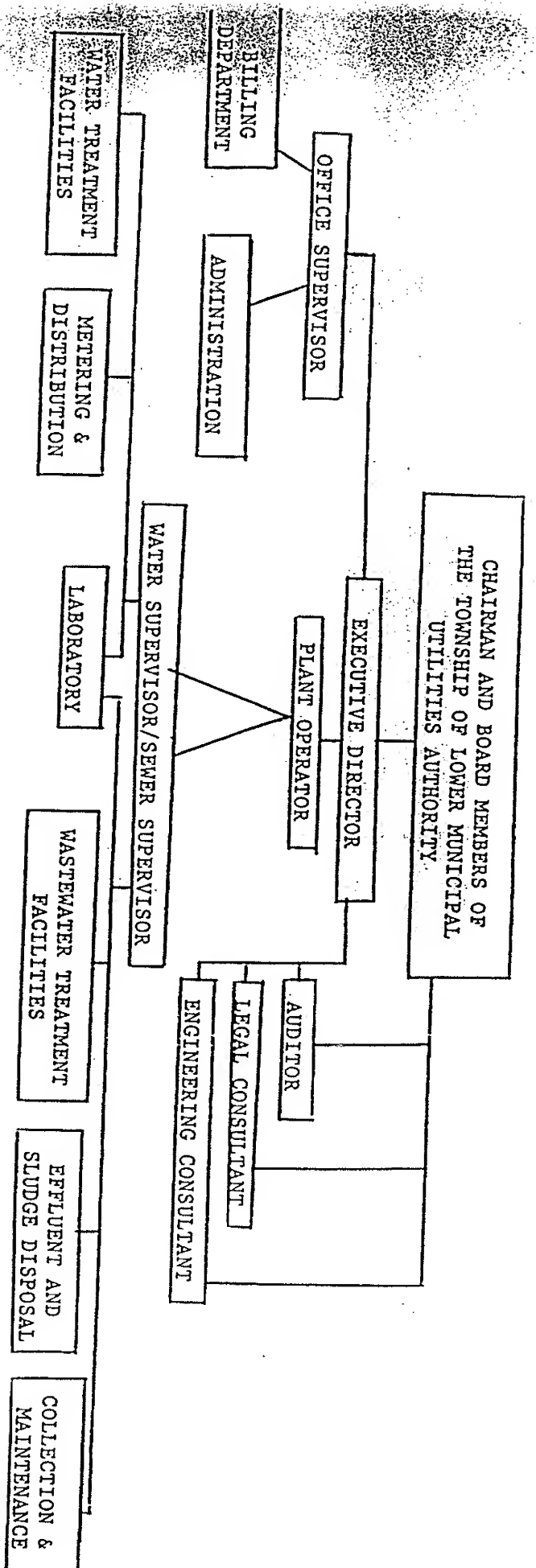
The policies described herein may be modified or changed from time to time, to meet changing conditions and improvements within TTLMUA. The Township of Lower MUA Employees Association will be notified and all changes will be negotiated at time of renewal.

#### TTLMUA ORGANIZATION

The organization of TTLMUA is shown on the accompanying chart.

#### FAIR EMPLOYMENT PRACTICES

TTLMUA'S policy is that job applicants and employees have the right to work in any available job, provided that the individual meets the qualifications for the position, unimpeded by discriminatory conditions, which have no association with the qualifications or competence to perform the job, such as their race, color, creed, sex, age, religion, political preference or national origin. This policy applies to all aspects of the employment relationship, including hiring, promotion, transfer, training and wage and salary administration. Promotions/vacancies will be done on an in-house basis.



THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY  
ORGANIZATION CHART

### SUPERVISORS

TTLMUA work force is divided into two major divisions:

(1) Office Staff, (2) Plant Staff. The two Supervisors of these divisions are the Office Supervisor for the Office Staff and the Plant Operator for the Plant Staff.

These two Supervisors are in charge of daily work assignments, and are responsible for all operations within these divisions.

All employees working within one of these divisions are to follow all rules, regulations and directives of these Supervisors.

The Plant Staff is divided into two minor divisions:

(1) Plant Operations, (2) Outside Operations. These two subdivisions are each headed by a Foreman. Any plant employee working within one of these subdivisions is to follow the directives of these subdivision foremen.

### ABSENCE - (EMPLOYEE ABSENTEEISM POLICY)

All employees are expected to report for work on time, on a regular basis. Unnecessary absenteeism and lateness is expensive, disruptive and places an unfair burden on other employees and the supervisor. Unsatisfactory attendance will also result in disciplinary action, including suspension and discharge. It will also have an adverse effect on any promotional considerations.

All absences are to be reported directly to the immediate supervisor. Absences are to be reported as soon as practical, but no later than 15 minutes before the scheduled start of work.

The supervisor in turn is responsible to report the employee absent. If the absence is not reported, payment for that day or period of absence, will not be made. When calling, advise the reason for the absence and when return to work is expected.

NOTE: It is the employees responsibility to ensure that proper notification is given. Asking another employee, friend or relative to give this notification is not considered proper, except under emergency conditions.

Any employee who fails to give such notification will be charged with an unexcused absence. If an employee is absent for three (3) consecutive days without notifying the Authority, he/she is subject to discharge. If notice is given and the Authority does not think it justifies the absence, it will be considered unexcused. The following is the disciplinary action that will be administered for unexcused absences:

First Absence - one day suspension

Second Absence - three day suspension

Third Absence - ten day suspension

Fourth Absence - Discharge

ALSO: Three consecutive days unexcused absence - discharge.

Repeated lateness will also subject an employee to discipline, including suspension and discharge.

An employee may be excluded from overtime work in the week in which an unexcused absence occurs.



Payment, or consideration of payment, will be given for absence for the following:

- A. Sickness or Accident
- B. Death in Family
- C. Jury and Witness Duty
- D. Military Reserve Duty
- E. Fire Convention Attendance

A. SICKNESS OR ACCIDENT

Sick leave accumulates at the rate of fifteen (15) days per year, and for periods of less than a full year, at the rate of one & 1/4 day per month. Sick leave will accumulate during periods of vacation, holiday, sick leave and in work related accident leave. It will not accumulate during military leave and requested and approved leaves of absence, and/or other periods when an employee is separated from the active payroll.

Sick leave shall accumulate if not used, and be carried forward into subsequent calendar years. Unused sick leave may also be accumulated and if an employee leaves in good standing after a minimum of three years of service he/she shall be compensated for 50% of accumulated sick leave.

Those employees that retire shall receive 50% of all

accumulated sick leave. BUY OUT ON SICK LEAVE AT RETIREMENT OPTION  
RESOLUTION NO. 96-A-110 & NO. 96-A-111 CONTRACT PERIOD  
JANUARY 1, 1997 TO DECEMBER 31, 2000

An employee may be required to furnish a written statement from a licensed medical doctor or dentist, prior to payment for sick leave.

Such statement must certify that the employee was examined by the doctor or dentist and certificate may also be required in the case of employees having recurrent short periods of illness. This certificate must contain the same information referred to above.

Such certificate may be required for but not limited to:

1. Absence for three or more consecutive working days.
2. Absence the day before or the day after a paid holiday.

Time lost for work injuries covered under Workmans Compensation will not be charged to an employees accumulated sick leave. An employee injured on the job, who is out less than seven (7) days, will not have time deducted from accumulated sick leave.

Temporary or part-time employees shall not be entitled to sick leave, except at the discretion of the Authority. This does not include Building Maintenance Employees. Building Maintenance Employees receive four (4) sick days per year and four (4) vacation days per year. Accumulated sick leave may be used by an employee for personal illness, illness in his/her immediate family which requires his/her attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. For the purpose of this paragraph, immediate family shall mean spouse, child, parent, or a relative or dependant living under the same roof.

B. DEATH IN FAMILY

In case of the death of a member of the employees family, the employee will be allowed time off with pay to make arrangements for, and to attend the funeral. If the funeral is at some distance, sufficient travel time will be granted, but in no case will the total paid absence exceed three (3) working days. Immediate family for the purpose of this paragraph shall mean an employees spouse, child, parent, brother, sister, grandparent, mother-in-law, father-in-law, or any other member of the immediate household.

C. JURY AND WITNESS DUTY

An employee will be granted time off when summoned to serve on a Grand or Petit Jury, or when subpoenaed as a witness in a legal proceeding.

D. MILITARY RESERVE DUTY

An employee will be paid at the regular rate of pay for annual active duty for training or active annual field training shall be granted a leave of absence. Such leave shall be in addition to regular vacation leave. This period spent on Reserve Duty will be reimbursed by the Authority in addition to regular vacation.

E. FIRE CONVENTION ATTENDANCE

## ABSENCE - LEAVE OF

### A. INJURY ON THE JOB

When a full time employee is injured in the line of duty, the Authority may, in adopting a Resolution to that effect, grant the employee up to one (1) year leave of absence with pay, providing the employee will reimburse the Authority for monies he/she may receive in the form of Workmans Compensation, temporary disability benefits or from possible legal settlement from, or judgement against the person or persons responsible for the injury. An employee who is injured in the performance of his/her duty shall immediately report the incident to his/her Supervisor, who shall complete a form provided for such report. The completed accident report form shall be submitted to the office for processing before the end of the following work day of which the injury occurred.

### B. LEAVE OF ABSENCE - UNPAID

The employee shall submit a request to his/her immediate Supervisor in writing. If the need for such leave is due to an emergency situation, twenty four (24) hours notice is required. All other request should be submitted fifteen (15) days prior to granting of leave. The Supervisor shall submit the request for leave to the Executive Director who shall in turn submit it to the Authority Board. Approval or denial shall be the sole discretion of the Authority Board.

The employee shall not earn any seniority during the period of leave. Any leave of absence granted because of illness, disability or pregnancy will not result in cessation of benefits. As to any leave granted for reasons other than stated above, the Authority Board shall have sole discretion to determine if such leave will result in cessation of benefits.

No leave of absence shall be granted under any circumstances to employees who desire to obtain other means or sources of employment, including self-employment. Any employee seeking a leave of absence on such pretext shall be terminated from his/her employment.

#### BENEFITS

The following benefits are provided by the Authority for the full time employees of the Authority. Eligibility for participation in these programs becomes effective after the probationary period of three (3) months.

- A. HEALTH INSURANCE-HOSPITALIZATION AND MAJOR MEDICAL
- B. LIFE INSURANCE
- C. PUBLIC EMPLOYEES RETIREMENT SYSTEM
- D. CASH COMPENSATION-LICENSES
- E. PRESCRIPTION PLAN
- F. DENTAL COVERAGE
- G. VISION CARE
- H. \$100.00 REIMBURSEMENT FOR MAJOR MEDICAL DEDUCTIBLE

A. HEALTH INSURANCE

The Authority provides both basic and major medical coverage to all full time employees at no cost to the employee. The basic medical coverage is provided by New Jersey State Blue Cross and Blue Shield. The major medical coverage is provided by New Jersey State Blue Cross and Blue Shield ~~Prudential Insurance Company~~. Employees who wish to be covered under a different plan at their expense shall make this request in writing to the Authority.

B. LIFE INSURANCE

The Authority provides at no cost to the employee a life insurance coverage of \$5,000.

C. PUBLIC EMPLOYEES RETIREMENT SYSTEM

The Authority participates in the New Jersey State Public Employees Retirement System. The employee contribution to this system is in accordance with the rate established by the system at the time of the employees enrollment. The employee is required to complete the necessary forms for submittal and enrollment and the deductions for this system will be made from the employees pay at each pay period. Participation is mandatory and contributions are in proportion to any employees salary and age at the time of enrollment. At the end of four (4) years of paying into the system, an employee is able to borrow against the amount he/she has contributed up to one half the total. This loan is payable at present with 4% interest, of course this is subject to change, but will remain lower than other loan interest.

D. CASH COMPENSATION

Employees possessing certain licenses of the State are compensated yearly for the possession of said licences in the following amounts:

Class 4-----	\$800.00	Class 1-----	\$ 200.00
Class 3-----	600.00	Articulate-----	250.00
Class 2-----	400.00		

E. PRESCRIPTION PLAN

The prescription plan is provided by the State of New Jersey Blue Cross and Blue Shield Stand Alone Program. The charge per prescription will be \$3.00, or as dictated by Insurance Carrier.

F. DENTAL COVERAGE

The Authority provides dental coverage through Blue Cross and Blue Shield Dental Insurance. If you have a participating dentist, the coverage has no deductible on preventive dental, it pays 100%. On basic care it pays 100% and on major care it pays 50%. If your dentist is not participating it will pay customary charges.

G. VISION CARE

The Authority provides a self-insured vision plan. The plan consists of reimbursement for the following:

Vision Analysis	\$ 30.00
Single Vision Lenses	25.00 per lense
Contact Lenses	25.00 per lense
Bifocals	40.00 per lenses
Multifocal Lenses	60.00 per lense
Frame	25.00

REVISED REIMBURSEMENT-RESOLUTION NO. 96-A-110 & NO. 96-A-111

The employee must submit a receipt, stating the type of lense and signed by the Eye Doctor, to the Office. This plan covers employees and their dependents. Benefits are payable once every twenty-four (24) months.

Reimbursement will be made after approval of the Board.  
\$250.00 EVERY TWO (2) YEARS UPON SUBMISSION OF PROPER RECEIPTS

H. \$100.00 REIMBURSEMENT FOR MAJOR MEDICAL DEDUCTIBLE

When an employee has received formal notice from ~~Blue Cross/Blue Shield~~ <sup>BLUE CROSS/BLUE SHIELD</sup> ~~Residential Insurance Company~~ that the deductible for the year has been satisfied, he/she will submit this notice to the Office.

Reimbursement will be made after approval of the Board and is for employee, only. RESOLUTION NO. 96-A-110 & NO. 96-A-111- \$100.00 SINGLE TIME PAYMENT FOR EACH FAMILY COVERED UNDER CURRENT HEALTH INSURANCE POLICY PER YEAR

WORK WEEK, LUNCH AND BREAK SCHEDULES.

OFFICE

The established work week is Monday through Friday, the established hours are 9:00 A. M. - 4:00 P.M.

One (1) hour will be given for lunch break. The time each employee is given will be scheduled by the Office Supervisor.

PLANT PERSONNEL

The established hours are 7:00 A.M. - 3:30 P.M. One half (½) hours will be given for lunch break. The normal lunch period is 12:00 P.M. - 12:30 P. M. In the event the work load causes an employee to deviate from this schedule, they may do so with their Supervisor's permission.

One fifteen (15) minute break will be given prior to lunch and one fifteen (15) minute break will be given after lunch. The specific time of breaks and place of breaks is to be determined by the Supervisor.



### OVERTIME WORK

Where work schedules or emergencies necessitate overtime work, the Authority expects that the employees will cooperate in working the extra hours needed to complete the work. In such cases, every effort will be made to advise the employees as soon as possible, in advance of the overtime. Employees may not work overtime without prior approval of the immediate supervisor for whom they are working. The overtime must be marked on the time sheet. Such authorization shall include, in detail, the reason for the overtime and the project worked.

Overtime will be paid at one and one half (1½) time of the hourly wage rate of the employee's classification. If an employee is absent, without pay, during a week when he/she works overtime, the employee will be compensated at the straight time rate until the total hours worked during that week exceed forty (40) hours or the normal work hours for a week.

### TIME SHEETS/TIME CLOCK

All employees, except Executive Director and Office Staff, are required to punch the time clock at the start of shift, lunch break and at the end of shift. Time sheets are required to be filled out when overtime is worked or days off are taken. Office Staff must fill out Time Sheet each week. Time sheet/card is an essential part of an organization's control and reporting system. Each employee will sign their own time sheet/card. The Foreman/Supervisor will review each time sheet/card for completeness and validity. No change will be made to an employee's time sheet/card without the employee's knowledge and consent.

### VACATIONS

Seniority and job assignments govern decision where requests are made for vacations. Department Supervisors shall not schedule vacations which will adversely affect the performance or work load of the Department. Vacations will be scheduled by seniority. Subsequent changes in scheduled vacations, due to emergencies or illness, may only be initiated with the mutual consent of the Department Supervisor and the affected employee.

Vacation allowance is as follows:

<u>Years of Service</u>	<u>Vacation Rate</u>
First Year	1 Day for each month
1 - 5 Years	12 Days
6 - 12 Years	15 Days
13 - 20 Years	20 Days
Over 21 Years	25 Days

Vacation allowance shall be credited to each employee in January of each year and prorated for the current year, depending on the accrual rate as determined by his/her employment anniversary date. Each employee shall be informed, in writing from the office, of the vacation days available to him/her during the current calendar year.

In the case of retirement, resignation or termination of an employee, unused vacation days shall be paid on a prorated basis provided that the termination is in good standing and with adequate notice by the employee.

Vacation days taken prior to actual accrual during the year shall be prorated and deducted from the final pay.

Authorized holidays occurring during a vacation will entitle the employee to an additional day.

Payment for vacation can be issued prior to an employees vacation, provided that adequate notice is submitted to the office, in writing. Payment will be made with the regular pay check prior to vacation.

#### PERSONAL DAYS AND BIRTHDAY

All full time employees are entitled to three (3) personal days each year. These days may be taken for any use by the employee with proper notice to Supervisor. Personal days must be used within the calendar year. Personal days will be handled in the same manner as vacation days, authorization will be given according to work load and discretion of Supervisor.

Employees receive a day for their birthday. If their birthday falls during the week and the work load does not permit them to be off, they will be compensated with a day off at a later date.

### HOLIDAYS

The following are paid holidays, during which the office will be closed and the water and wastewater department will observe weekend schedules:

New Years Day	Fourth of July
Martin Luther King	Labor Day
Washington's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Good Friday	Thanksgiving Day
Veterans Day	Day After Thanksgiving
Memorial Day	Christmas

### LONGEVITY

All full time employees hired on or before March 13, 1990 are entitled to longevity pay as follows:

- 2% - after five years
- 4% - after ten years
- 6% - after fifteen years
- 8% - after twenty years
- 10% - after twenty-five years

Longevity pay is not applicable to persons hired on or after March 14, 1990 as per Resolution #90-A-38. Longevity pay will not exceed a total amount of \$2,000 for any one individual.

### WORKMANS COMPENSATION FOR ON THE JOB ACCIDENTS

All employees are covered under Workmans Compensation Insurance, fulfilling the requirements of the New Jersey State Workmans Compensation Laws.

When an employee has suffered an injury during the course of his/her employment, he/she should immediately obtain first aid.

When obtaining first aid, indicate to the treating doctor or facility that the injury occurred in connection with your job and that the bill should be sent to TTLMUA. It is essential that the office be notified of the injury as soon as possible, so that the appropriate report can be prepared and forwarded to the State and the Insurance Carrier. The office is to be notified of injuries before the end of the following work day of which the injury occurred.

When an employee sustains a job related injury, he/she is to receive his/her full salary from TTLMUA. He/she agrees to endorse over to TTLMUA all monies reimbursed by Workmans Compensation Insurance.

### PHYSICAL EXAMINATIONS

TTLMUA may require employees to take physical examinations, particularly when exposed to chemicals used in the line of work.

When the Authority requires an examination, the Authority will bear all costs.

The Authority will provide periodic inoculations for Tetanus, Typhoid, etc. The employee reserves the right to deny these inoculations.

### UNIFORMS

Plant employees are issued complete sets of work uniforms, consisting of shirts, trousers, jacket, boots and rain gear. Each year employees are given an allotted amount to replace these uniforms, etc. It is the responsibility of each employee to maintain these uniforms in a clean and neat condition and to wear the uniform while on duty.

### IDENTIFICATION CARDS

An identification card is issued to each employee to provide evidence of employment. Employees are expected to have their identification cards in their possession while working for the Authority. Identification cards remain the property of TTLMUA and employees are required to return their cards to the Office, upon request, or upon termination of employment.

### TOOLS

Each truck will have a set of assigned hand tools. All tools will be kept with the truck and will be the responsibility of the employees assigned to the truck to maintain and secure these tools. With the initial issue, each employee shall be given a listing of tools and required to sign and certify that they are received. All tools shall be locked up at the end of each night. Only the employee assigned to the specific truck will be given keys to the tool box and will be responsible for these tools.

### SAFETY

Safety rules, verbal or written, are necessary to assure safe working conditions for all employees. Each employee shall abide by all safety regulations, verbal or written.

### SMOKING

Many TTLMUA areas, structures or premises contain chemicals and potentially hazardous and/or explosive gases. These areas or facilities are clearly designated and marked with "NO SMOKING" warning signs and smoking in these areas is strictly prohibited. Where smoking is not prohibited, employees are asked to be considerate of others who do not smoke.

### ALCOHOLIC BEVERAGES OR CONTROLLED DANGEROUS SUBSTANCES

The consumption of alcoholic beverages or the use of controlled dangerous substances while on duty or on call is not permitted. Violations of this rule subjects the employee to immediate dismissal.

Employees agree to random testing for use of controlled dangerous substances.

#### THEFT AND DISHONESTY

Theft of TTLMUA property, or the property of others, will not be tolerated. Violators will be subject to immediate dismissal. Misrepresentation, falsification, withholding of material facts, or the altering or falsification of any Authority records, including applications for employment, expense reimbursement requests, time cards, laboratory reports and other Authority documents will be cause for disciplinary action and possible dismissal.

#### RESIGNATION

It is the responsibility of an employee who intends to resign to notify the Supervisor as soon as possible to allow for the selection and training of a suitable replacement in a timely manner. It is expected that full time employees would submit notice of resignation at least two (2) weeks prior to their last working day. Terminal pay shall include pay for work performed through the last hour worked and pay in lieu of unused vacation allowance earned. If leaving in good standing after three (3) years of service, employee will receive payment for 50% of accumulated sick leave. No terminal payment will be given to any employee who is discharged for dishonesty, gross insubordination or misconduct.



## DISCIPLINARY AND GRIEVANCE PROCEDURES

It is the policy of the Authority that every employee, at all times, be treated fairly, courteously and with respect. Each employee is expected to accord the same treatment to his or her co-workers, supervisors, and to the public at large. Employees should not work in a manner that wilfully obstructs or hinders another employee from completing his/her assigned duties. Employees should operate in a manner both safe to themselves and to their fellow workers. Personal problems between employees should not be pursued at work. Rudeness, obscene language or other discourteous behavior toward fellow workers, customers of the Authority or otherwise in the performance of the duties while in the employ of the Authority will not be tolerated and will result in disciplinary action. To every extent possible, the grievance procedure shall resolve the grievance quickly and settle the disagreement at the employee/supervisor level informally.

## DISCIPLINARY ACTION

An employee who has acquired permanent status may be disciplined for the causes stated in this section by any of the following actions, which are stated in order of severity, by the Department Supervisor, except that no employee shall be dismissed without the approval of the Executive Director and Authority Board.

- A. Informal, verbal reproof
- B. Written reproof - the Supervisor will discuss with the employee the problem and provide a written memorandum to the employee documenting that discussion. This memorandum will set forth in detail the problem areas, list suggestions for improving them and a time table for improvement. The normal time table will be approximately two to four weeks.
- C. Suspension from duty - the Supervisor has the right to suggest a suspension without pay for a period of up to three (3) days. Any suspension must be approved in advance by the Executive Director.
- D. Dismissal - termination will be approved after a review of the facts of the situation by the Executive Director and Authority Board.

The causes for which disciplinary action may be invoked include the following:

- A. Neglect of duty
- B. Incompetency, inefficiency or incapacity
- C. Habitual tardiness or chronic and excessive absenteeism or unexcused absence
- D. Insubordination or serious breach of discipline
- E. Intoxication and the use and/or sale of narcotics
- F. Disorderly or immoral conduct
- G. Conviction of any criminal act or offense

- H. Willfull violation of any rules or regulations of TTLMUA, including common safety practices, or negligence of, or willfull damage to any property of TTLMUA or its customers
- I. Conduct unbecoming an employee of TTLMUA
- J. Failure to notify department head at least fifteen (15) minutes before the scheduled start of work when unable to report for work
- K. Theft or dishonesty of any kind

#### GRIEVANCE PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within ten (10) working days of the occurrence of the grievance. Failure to do so shall be deemed to constitute abandonment of the grievance.
2.
  - a. Report grievance to shop steward
  - b. Shop steward, Supervisor and employee will meet to settle grievance on an informal basis; decision to be rendered within five (5) working days.
  - c. In the case where the employee has reason to believe that undue reprisals will result from the Supervisor as a result of the grievance, the employee has the right to submit his/her grievance to the Executive Director, in writing, with a copy to the Supervisor.

3. In the case of the inability of the Supervisor to settle the grievance to the satisfaction of the employee, the employee shall have the right to submit his/her grievance in writing to the Executive Director, who shall make a determination in correcting the cause of the grievance within ten (10) working days.
4. In the case of the inability of the Executive Director to settle the grievance to the satisfaction of the employee, the employee shall have the right to request the Authority Board to address the grievance. The Board shall review the matter and make a determination, in writing, within ten (10) working days from receipt of the grievance.
5. If the grievance is not settled through Steps 1 through 4, either party shall have the right to refer the matter to the Public Employment Relations Commission within ten (10) working days after the determination by the Authority Board.

Failure to respond at any Step in these procedures by the employer shall be determined to be a negative response, and upon the termination of the applicable time limits, the grievant may proceed to the next Step.